

Specifications For Banking And Credit Card Services To Be Provided To The Appellate Courts of Alabama

1. Banking Services to be provided:

- a. Public funds will be deposited on a regular basis to the credit of the Alabama Appellate Courts (AAC) in an interest-bearing account with the Contractor. Such funds must be made available to the AAC for distribution within 24 hours of deposit;
- b. The AAC will periodically provide the Contractor, in an agreed upon electronic format, details requesting distribution of the funds. The Contractor will cause checks to be generated and distributed pursuant to the AAC's request. Delivery of the checks may occur by hand delivery or U.S. Mail.

The AAC has attached information and estimates as to the nature of the anticipated deposits and withdrawals; however, said information is provided as background information only and is a non-binding estimate;

- c. Contractor agrees to provide the AAC with access to online tracking information so that the AAC may reconcile deposits and distributions from the account at no additional charge to the AAC;
- d. In the event a distribution fails to reach an intended recipient, the Contractor agrees to accept and honor any oral instructions from the AAC, to be followed by electronic or written confirmation, regarding the need to "stop payment" or dishonor any checks issued by the Contractor at no additional cost to the AAC;
- e. Contractor agrees to utilize the highest yield available interest-bearing account(s) for depositing and/or disbursing the funds in the account. Interest payments shall be disbursed pursuant to the instructions of the AAC;
- f. Contractor agrees to comply with all state and federal laws, rules, and regulations regarding transactions contemplated by this invitation to bid (ITB) and any Contract that may result from this ITB, including requirements as to fund collateralization; and

2. Credit Card Services to be provided:

- a. Contractor agrees to provide the AAC with the services necessary to allow the AAC to complete financial transactions using credit cards, debit cards, or bank check cards

(CD&B)¹ across the Internet through websites under the control and management of the AAC;

- b. Contractor agrees to provide the AAC with the means necessary to communicate and exchange information with the Contractor through a secure web services connection that does not require information regarding the purchaser's CD&B account be maintained on the AAC's computer systems, but is collected and maintained by the Contractor to the extent as is required to fulfil the requirements of this ITB and any Contract that may result from this ITB;
- c. Contractor agrees to provide the AAC with two methods of collecting the purchaser's CD&B information and completing the intended financial transaction. The services to be provided to the AAC by the Contractor include, but may not be limited to:

- i. Point of Sale - Pay As You Go Transactions

Contractor agrees to provide the AAC with a secure web services interface through which the AAC may: 1) allow the purchaser to enter and submit the necessary data regarding their CD&B account to the Contractor; 2) provide the Contractor with a unique Transaction Identification Number; and 3) provide the Contractor with the total amount of the transaction at the point in which the sale or purchase is to be completed.

Upon submission, the Contractor will immediately return a Transaction Verification Number that will indicate that the transaction was successfully completed for the specified amount or a predetermined value which will indicate to the AAC that the transaction failed.

- ii. Tokenized Account Registration and Associated Transactions

Contractor agrees to provide the AAC with a secure web services interface similar to that described for "Point of Sale - Pay As You Go Transactions" through which the AAC users may register or tokenize their CD&B account with the Contractor. The purpose for registering or tokenizing their CD&B account is to allow users to complete periodic financial transactions without the necessity of re-entering their account information at the point of each transaction. Contractor agrees that the user's CD&B account information

¹ This ITB anticipates that the types of credit and debit cards that will be accepted under the terms of this proposal will be limited to Mastercard, Visa, Bank Debit, and Bank Check Cards. In the event the parties to any Contract that may result from this ITB agree to amend the Contract and begin accepting Discover, American Express, or any other type card not specifically specified herein, the terms and conditions of the amendment must have the written approval of both the AAC and the Contractor and shall serve as an addendum to the Contract.

will be stored and maintained in a secure manner so as to prevent any unnecessary exposure or risk to the user. Contractor further agrees that this process will not require any portion of the users CD&B account information be stored or maintained on the AAC's system.

When a user chooses to register or tokenize their CD&B account information with the Contractor, the AAC will provide the Contractor with a unique User Account Number for the user. Upon registering or tokenizing the user's CD&B account, the Contractor will immediately return a confirmation or "token" number to indicate that the registration or tokenization process was successful or a predetermined value which will indicate to the AAC that the registration or tokenization failed.

Upon the successful registration or tokenization of the user's account, the AAC will be able to submit periodic transaction request on the user's behalf to the Contractor by submitting the user's Account or Token Identification Number, along with the total amount of the desired transaction by a secure web services connection. Upon submission, the Contractor will immediately return a Transaction Verification Number that will indicate that the transaction was successfully completed for the specified amount or a predetermined value which will indicate to the AAC that the transaction failed.

Contractor further agrees to provide the AAC with a means by which to submit requests through a secure web services connection to allow the AAC to periodically request verification that the tokenized CD&B account is still valid and may be used for future transactions.

Contractor agrees to provide a similar secure interface by which the user may edit or terminate their registered or tokenized CD&B account with the Contractor. Upon either of these events, the Contractor will provide the AAC with the relevant information regarding the ACC user's edited or terminated account.

- d. Contractor agrees to cause a descriptive identifier, as approved by the AAC, to be included on purchasers' CD&B statements for each AAC related transaction so as to adequately identify the nature of the financial transaction;
- e. Contractor agrees that any information about the Contractor appearing on the secure interface that is displayed to users or purchasers pursuant to this ITB, or any Contract that may result from this ITB, shall be first approved by the AAC;
- f. Funds collected as a result of any financial transaction shall be immediately deposited into the interest-bearing account(s) described in Section 1 above;

- g. Contractor agrees to indemnify the AAC from any and all liability that may result from the Contractor's failure to safely store and protect CD&B account information or from the Contractor's failure to comply with any of the terms or requirements specified in this ITB or any Contract that may result from this ITB; and
- h. Contractor agrees that any information obtained through the AAC as a result of any Contract resulting from this ITB will be retained in complete confidence and privacy and may not be used for any purpose other than is necessary to complete the intended transactions and may not be used in any attempt to solicit or market any services that may be offered by the Contractor or provided to other entities without the express written approval of the AAC;

3. Contract Period

- a. Any Contract resulting from this ITB shall be for an initial period of 12 months, with an option to extend for a second, third, fourth and fifth 12 month period with the same pricing, terms and conditions. The second, third, fourth and fifth 12 month periods, if agreed upon by both parties, would begin the day after the first, second, third, or fourth 12 month period expires. Any successive extension must have the written approval of both the AAC and Contractor no later than 30 days prior to expiration of the previous 12 month period.

4. Termination of the Contract

- a. Any Contract resulting from this ITB may be terminated by the AAC by giving thirty (30) days written notice to the Contractor of the AAC's intent to terminate. Any obligations incurred prior to the date of the termination shall remain in full force and effect and not be affected by said termination.

5. Service Fees

- a. Payment under the Contract will be limited to either a flat fee for each transaction or a variable fee based upon a percentage of the total amount of each transaction. No additional fees or charges will be authorized or paid; and
- b. Contractors interested in responding to this ITB should submit their proposed fee structure in two forms: 1) as a flat fee for each transaction; and 2) as a variable fee based upon a percentage of the total amount of each transaction. The AAC reserves the right to award any Contract that may result from this ITB based upon either fee structure. The option of selecting one fee structure over the other for the purpose of awarding any contract that may result from this ITB shall be at the sole discretion of the AAC.

6. General Provisions

- a. Any Contract resulting from this ITB shall be construed in accordance with the laws of the State of Alabama. Any terms or provisions of said Contract determined to be invalid shall be ineffective only to the extent of such invalidity and shall not affect the remainder of the terms or provisions of the Contract;
- b. Contractor agrees to furnish the name, address, and telephone number of a single individual to serve as the single point-of-contact for the project management team responsible for all inquiries related to any Contract resulting from this ITB;
- c. The Contractor shall not assign its interest in any Contract resulting from this ITB without written consent thereto by the AAC; and
- d. The AAC reserves the right to reject all bids.

Background Information Regarding Projected Transactions and Distributions

The Appellate Courts of Alabama plan to execute financial transactions with entities across the Internet utilizing websites that are under the Court's control and management. Specific websites many include, but are not limited to, <http://judicial.alabama.gov> and <http://acis.alabama.gov>.

Projected financial transactions may occur as a result of one or more of the following events:

1. Users may purchase copies of documents online. The Supreme Court has approved a fee of \$.10 per page, with a minimum transaction fee of \$5.00, for the electronic purchase of copies online;
2. Users may purchase case tracking services online. The Supreme Court has approved a fee of \$25 per case to receive daily electronic notices containing case tracking information in cases;
3. Users may pay filing fees online. The filing fees associated with cases filed in the Appellate Courts are \$150 and \$200, depending on the type of case; and
4. Users may subscribe to a re-occurring monthly subscription service. The Supreme Court has approved a plan to provide attorneys with a number of online information services through re-occurring monthly pre-paid or subscription plans. Re-occurring subscription fees will range from \$35 to \$65 per month, depending on the level and volume of services an attorney desires to purchase.

Attorneys from within the same firm will be allowed to "pool" their subscriptions and pay by a monthly lump sum. For example, if three attorneys in the same firm choose to subscribe at the minimum level of \$35 per month and pool their accounts, a single re-occurring monthly fee of \$105 will be billed to their credit or debit account each month.

Otherwise, each subscriber will be billed monthly for their individual subscription.

Attorneys will be allowed to function without a subscription on a "Pay As You Go Basis".

We currently have approximately 3,000 attorneys registered to use our existing online service which allows attorneys to e-file documents with the Appellate Courts. All of these accounts will be "rolled over" into the new system. We do not have projections as to how many of those will choose to function on a "Pay As You Go Basis" or how many will choose to purchase services by subscription.

Filing Fees will likely be distributed on a bi-weekly basis. At present, we anticipate that subscription fees and fees collected from the sale of copies will be distributed either monthly or quarterly.

At present, we anticipate funds being distributed among five (5) separate agencies.